

ORDINANCE NO. 11-79

ORDINANCE RENEWING THE LEASE AGREEMENT DATED APRIL 19, 2007 WITH CENTRO MATER FOUNDATION, INC., A FLORIDA NONPROFIT CORPORATION, TO LEASE APPROXIMATELY 5,000 SQUARE FEET OF FLOOR SPACE WITHIN THE WALKER PARK COMMUNITY CENTER/E-LIBRARY FACILITY LOCATED AT 2825 WEST 8 AVENUE, HIALEAH, FLORIDA TO CONTINUE TO OPERATE A CHILD DAY CARE FACILITY, FOR THE FIRST RENEWAL TERM OF FIVE YEARS, COMMENCING ON APRIL 19, 2012 THROUGH APRIL 18, 2017, AT AN ANNUAL RENT OF \$12.69 PER SQUARE FOOT OF FLOOR SPACE PLUS PAYMENT OF TAXES, IF ANY, INSURANCE AND UTILITIES; SUBJECT TO CREDITS FOR GRANT FUNDS RECEIVED AND UTILIZED FOR THE CONSTRUCTION OF THE FACILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Centro Mater Foundation has successfully operated a child day care facility during the first 5 year term of this lease and has complied with the provisions of this lease and accordingly, has requested to extend the lease for another five years (the first renewal term) and

WHEREAS, it is in the best interest of the City to renew this lease with Centro Mater Foundation, a nonprofit corporation, for the continued operation of a child day care facility serving children from low-income and moderate-income families residing in the City of Hialeah as contemplated by the EDI- Special Projects Grant.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby renews the Lease Agreement dated April 19, 2007 with Centro Mater Foundation, Inc., a Florida nonprofit corporation, to lease approximately 5, 000 square feet of floor space with the Walker Park

Community. E-Library facility located at 2825 West 8 Avenue, Hialeah, Florida to continue to operate a child care facility, for the first renewal term of five years, commencing on April 19, 2012 through April 28, 2017, at the annual rent of \$12.69 per square foot of floor space plus payment of taxes, if any, insurance and utilities, subject to credits for grant funds received and utilized for the construction of the facility.

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 22nd day of November, 2011.

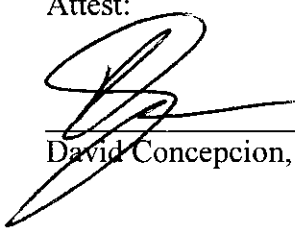
THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.



Isis Garcia-Martinez
Council President

Attest:

Approved on this 28 day of November, 2011.



David Concepcion, Acting City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Ordinance was adopted by a 6-0 vote with Councilmembers, Caragol, Casals-Muñoz, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes", Councilmember Cue-Fuente absent.



**CENTRO MATER
CHILD CARE SERVICES, INC.**



October 4th 2011

Mr. David Concepción
Acting City Clerk
City of Hialeah
501 Palm Avenue
Hialeah, FL 33010

Dear Mr. Concepción:

We are approaching the time to extended for another five years the present agreement between the City of Hialeah and Centro Mater Foundation for the use of Walker Park Child Care Center.

The program has been a great success, providing quality educational care to 80 low income children daily. In addition the center has achieved a national accreditation last May from The National Association for the Education of young children (NAEYC), and 5 Starts from the local accreditation Quality Count.

We are extremely pleased in serving the children and families of Hialeah; please let me know what we can do from our end to expedite the process.

Thank you so much for your attention to this matter.

Sincerely,

Miriam Roman
Executive Director

Centro Mater Child Care Center
418 SW 4th Avenue
Miami, Florida 33125
Phone: 305-545-6049
Fax: 305-324-6162

Centro Mater West Child Care Center
8298 NW 103rd Street
Hialeah Gardens, Florida 33016
Phone: 305-357-4395
Fax: 305-357-4674

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THIS LEASE is made and entered into this 19 day of March, 2007, by and between Centro Mater Foundation, a Florida nonprofit corporation ("Tenant"), 8298 N.W. 103 Street, Hialeah Gardens, Florida 33016, and the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 501 Palm Avenue, Hialeah, Florida, 33010-4789 ("Landlord").

For and in consideration of the mutual covenants contained herein, Landlord and Tenant agree with each other as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises ("Premises") depicted on the site plan or Exhibit "A" which is attached hereto and made a part hereof, consisting of approximately 5,000 square feet of floor space within the Walker Park Community Center/e-Library facility to be located at 2825 West 8 Avenue, Hialeah, Florida 33012. The use and occupation by Tenant of the Premises shall include the nonexclusive use of the parking areas ("Parking areas"), at all times subject to the terms and conditions of this Lease. The Landlord will also identify an area of the Premises for the nonexclusive use of the Tenant's employee parking, which will contain a minimum of twelve parking spaces.

2. **Term and Options to Renew:** The term of this Lease shall be for a term of five years, commencing within 30 days of the issuance of the certificate of occupancy and ending five years thereafter. The lease may be automatically renewed at the option of the Tenant, provided the Tenant is in compliance with the provisions of this lease and upon documentation and verification that the children served are from low-income to moderate-income families residing in the City of Hialeah as contemplated by the EDI-Special Projects Grant and from such low-income to moderate-income families with a priority given to families that are not served or are underserved in the Hialeah residential areas in proximity to or in the vicinity of the day care facility, for three renewal terms of five years each. The third renewal term shall include a monthly rental fee to be paid by the Tenant, the amount of which is determined by the City and agreed to by the Tenant.

3. **Base Monthly Rent:** Tenant shall be pay the Landlord at the address set forth in section 23 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, the base monthly rent calculated at \$12.89 per square foot of floor space, plus payment of taxes, if any, insurance and utilities. The Tenant is responsible for any other taxes, including, but not limited to, sales tax on rental receipts, intangible taxes, excise and use taxes, unless tax-exempt. The Landlord shall fully cooperate with the Tenant in any effort made by the Tenant to seek an exemption of the taxes identified herein. The Landlord shall insure the building, but Tenant is responsible to insure the contents. If the Landlord sends a notice to pay rent to the Tenant, at an address other than stated in Article 23, the Landlord must send such notice by certified mail, return receipt requested and obtain a signed receipt as proof of service.

4. **Tenant Payment of Construction Funds, Reservation of Places for Day Care Facility and Program Services and Rent Waiver.** Tenant shall pay the City the sum of

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\$966,200 upon execution of the Lease to construct the facility in which the leased space shall be located. In consideration of the payment of \$966,200, and reservation of a maximum of ten day care spaces participating in the day care facilities on the premises for children of city employees within the ages for eligibility of the program throughout the term of the Lease and the renewals, the City shall waive the monthly base rent that is due from its inception to the conclusion of the Lease Term and for term of the First and Second Renewals only.

5. **Utilities:** With the exception of outdoor illuminations and the maintenance of all exterior areas and parking areas, Tenant shall pay any and all charges for illumination, trash removal, garbage collection, telephone, electricity, gas, water, sewage disposal and other utilities used on the Premises directly to the providers of same promptly as and when due, including, but not limited to, any and all required fees and deposits for service. Tenant is only required to pay its proportionate share of Utilities under section 5, Taxes and Insurance under section 6 and maintenance and repair under section 9 related to the Premises. Where possible, such utilities, taxes, insurance, maintenance and repair costs will be metered or billed separately for the Premises and paid by the Tenant.

Tenant shall have the right to contest any utility, tax, insurance, maintenance or repair charge but while doing so, will be required to make such payment or file such application as to prevent a default or delinquency in payment of such matter from occurring.

6. **Taxes and Insurance:** Tenant shall pay to Landlord as Additional Rent (i) the amount of real estate taxes, if assessed, for the Premises for each lease year and (ii) All sales, use or excise taxes imposed, levied or assessed against the rent or any other charge or payment imposed by governmental authority other than real estate taxes. Sales tax, if applicable, shall be paid each month concurrently with the rental payment. Tenant shall pay such other amounts to Landlord within 30 days of delivery of the tax bill to Tenant. If the Tenant is tax-exempt, the Tenant shall provide proof of the tax exemption. The Tenant is responsible for payment of insurance as provided in Article 18.

7. **Landlord's Work.** Landlord shall construct, at its own expense, the Walker Park Community Center/e-Library facility as more particularly set forth in a plan approved by the Tenant and Landlord. See Exhibit "A". Landlord shall notify Tenant when Landlord has completed Landlord's Work pursuant to Exhibit "A", which shall be finished on or before August 1, 2007.

8. **Use and Documentation:** The Premises shall be used as a day care facility for children ages 3 through 5 or of kindergarten age for low-income to moderate-income families residing in the City of Hialeah with a priority given to families that are not being served or are underserved in the Hialeah residential areas that are in proximity to and in the vicinity of the Premises in compliance with the EDI-Special Projects grant awarded to the Tenant by the United States Department of Housing and Urban Development. Every six months, the Tenant shall submit a written report, based on statistical information, which demonstrates that the children being served in the day care facility are from low-income to moderate-income families residing in the City of Hialeah with a priority given to families in the Hialeah residential areas that are not being served or are underserved in the area that is in proximity to and in the vicinity of the

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Premises. The Tenant and the City shall agree to the forms used in connection with the compilation of information, such as income verification, that will comprise the reporting requirements.

9. **Maintenance and Repair.** Tenant shall at all times, and at Tenant's expense, maintain the Premises in a clean, orderly, tenantable and sanitary condition, and including the maintenance of a pest, termite and organism extermination service for the Premises. Tenant shall return the Premises at the end of the Term in good order and repair, reasonable wear and tear excepted. Tenant shall arrange and pay for garbage pickup from the Premises as approved by the City of Hialeah Superintendent of Solid Waste. Landlord's obligation shall be to keep the Parking Areas and Building structurally sound, including maintenance and repair of exterior walls, structural support and foundation, glass windows, doors, heating, permanent interior walls, ventilation and air conditioning, plumbing, electrical and sewage facilities, and to maintain the roof of the Premises free from leaks and in watertight condition except that Landlord shall not be responsible to make any such repairs made necessary by any act or neglect of Tenant or any person invited or employed by, or under the control of, Tenant. Landlord shall service and maintain all parking areas, outdoor lighting, exterior surfaces, including painting, and green areas and landscaping.

10. **Access to Premises.** Tenant shall permit Landlord, and Landlord's agents and independent contractors, during customary business hours and upon reasonable advance notice to the Tenant, or at any time which Landlord reasonably deems an emergency situation, to enter the Premises for (i) the purpose of making inspections and repairs, or (ii) exhibiting the Premises for lease, appraisal, sale or mortgage, which right of Landlord shall include, within six months prior to the end of the initial term or any of the renewal terms, the posting of any sign to such effect only if the Tenant notifies the Landlord of its intention not to renew the Lease.

11. **Prohibition against Assignment and Sublease.**

(a) Tenant shall not be permitted to sublet the premises. Tenant shall neither transfer nor assign this Lease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Tenant shall be allowed to transfer or assign this lease to a subsidiary, parent, or other entity related by Tenant by affiliation or merger.

(b) In the event of a permitted assignment of this Lease, Tenant shall remain fully liable and shall not be released from Tenant's obligations hereunder if any assignee or subtenant fails to fully and faithfully perform each and every of Tenant's covenants herein contained, including without limitation, the payment of monthly Rent and any Additional Rent as and when due.

12. **Environmental Condition of the Premises.**

(a) The Landlord, on behalf of the Tenant, has supplied an environmental assessment to HUD as a condition precedent to obtaining the EDI grant and the award of funds pursuant to the grant, a copy of which has already been provided to the Tenant. The Landlord shall hold the Tenant harmless from any existing contamination of the property, or any contamination of the leasehold caused by adjacent tenants.

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(b) Tenant covenants and agrees that it shall not cause or permit any hazardous substances to be generated, used, treated, stored, released or disposed of in or about the Premises without the Landlord's prior written consent. Tenant agrees to comply with all applicable laws, rules and regulations relating to such use and storage. Tenant further covenants and agrees that, anything contained in the Lease to the contrary notwithstanding, it will indemnify the Landlord for any loss, cost, damage, liability or expense (including without limitation, reasonable attorney's fees), as well as environmental impairment damages that Landlord may incur because of Tenant's failure to comply with the provisions of this paragraph. Hazardous Substances shall mean and refer to (i) all those substances, elements, materials, compounds or wastes defined or classified as hazardous or restricted under (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (B) the Resource Conservation and Recovery Act of 1976, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (C) the Toxic Substances Control Act, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations; and (ii) petroleum products, including without limitation, waste oils; and (iii) "Asbestos" as defined in 29 CFR Sec. 1910.1001 *et seq.* (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended from time to time, and the regulations promulgated (thereunder); and (iv) "PCB's" as defined in 40 CFR Sec. 761 *et seq.*, and "TCDD", as defined in 40 CFR Sec. 775 *et seq.* (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended from time to time); and (v) any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated.

13. **Condition of premises.** Tenant shall accept the interior of the building on the Premises AS IS, in the condition of the Premises at the commencement of the Lease, except as provided otherwise in the Lease, excepting Landlord's work on Exhibit "A".

14. **Rules and Regulations.** Tenant shall abide by and comply with all laws, ordinances and regulations enacted by those governmental entities, whether federal, state or municipal, having jurisdiction over the property or the Premises or the activities to be conducted thereon. Tenant shall neither permit nor commit any immoral or unlawful practice or act in or upon the property or the Premises.

15. **Signs, Awnings, Canopies, Fixtures, and Alterations.** Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the front of the building without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. All work must comply with applicable building code, zoning or other governmental requirements. Tenant will not place or permit to be placed or maintained on any exterior door wall or window of the Leased Premises any sign, awning or canopy, or advertising or other

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matter without first obtaining Landlord's written approval and consent which shall not be unreasonably withheld. Subject to Landlord's consent, Tenant may, at its expense, install an exterior sign, in form and design reasonably acceptable to Landlord which sign will advertise Tenant's name or type of business. Such sign shall conform to all applicable building code, zoning or other governmental requirements and shall permit advertising of the business.

16. **Tenant's property.** The Landlord agrees that all of Tenant's fixtures, coolers, refrigerators, machinery and equipment, as well as all alterations, decorations, additions or improvements which have been or will be made at the expense of Tenant and which are removable without causing material damage to the Premises, shall at all times be and remain the property of Tenant and may be removed by Tenant at any time during the term, or at the end of the term, of the Lease. However, Tenant shall repair any and all damage to the Premises due to such removal.

17. **Indemnity.** Tenant agrees to indemnify, defend and save and hold Landlord, and the Landlord's, employees, directors, officers, agents, independent contractors, attorneys, successors and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising from or in any way connected with any negligent acts, omissions or neglect of Tenant, or any of Tenant's agents, licensees, representatives, successors or assigns, including but not limited to any Default (hereinafter defined in section 26), or any death, personal injury or property damage occurring in, on or about the Premises except where Landlord was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Landlord and Tenant, each party shall assume responsibility in proportion to the degree of its respective fault. Landlord agrees to indemnify, defend and save and hold harmless Tenant, to the extent permitted by section 768.28, Florida Statutes, and the Tenant's employees, directors, officers, agents, independent contractors, attorneys, successor and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising out of or in any way connected with any negligent acts, omissions or neglect of Landlord, or any of Landlord's agents, licensees, representatives, successors or assigns, or any death, personal injury or property damage occurring in, on or about the Premises except where Tenant was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgment, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Tenant and Landlord, each party shall assume responsibility in proportion to the degree of its respective fault.

18. **Insurance.**

(a) Tenant shall maintain at all times during the term of this Lease, public liability insurance protecting Landlord and Tenant which includes Landlord and Tenant as a named insured, against any and all claims for injury and damage to persons or property or for the loss of life or property occurring in, on or about the land arising out of the act, negligence, omission,

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nonfeasance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees. Such insurance shall be carried in a minimum amount of not less than One Million (\$1,000,000.00) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand (\$500,000.00) Dollars for property damage. All such policies shall be issued by companies of recognized responsibility licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Landlord and Tenant are given at least ninety (90) days prior written notice of such cancellation or modification. Tenant shall provide Landlord certificates showing such insurance to be in place. The Landlord shall be named as an additional loss payee on all insurance policies. Landlord shall maintain, at all times, property damage, fire and windstorm insurance on the property.

(b) Insurance for fire and extended coverage insurance, worker's compensation, automobile insurance and other insurance prerequisites are set forth an insurance checklist provided in Exhibit "B", a copy of which is attached hereto and made a part hereof. Tenant agrees to provide insurance that satisfies the minimum requirements of the City of Hialeah, acceptable to the Risk Manager, as provided in Exhibit B and maintain such coverages at all times and provide certificates of insurance to the Landlord, including any and all renewals. If the use and occupation of the Leased Premises by the Tenant causes any increase of premium for the fire, boiler and/or casualty rates of the Leased Premises of any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium of the fire, boiler and/or casualty insurance policies by reason thereof.

19. Damage to Premises. If the Premises shall be destroyed or damaged by fire, windstorm, civil disturbance or other casualty during the Term so that the same shall be rendered untenable, Landlord, at Landlord's expense, shall repair or rebuild the premises within 180 days from the date the insurance proceeds are available. If the Premises are not rebuilt or repaired within such time, it shall be the option of the Tenant to terminate this Lease. If the Tenant decides not to cancel during the time period that the Premises remains untenable, then the term of the Lease shall be extended for such time period until repairs or restoration is completed. Landlord shall not be required to complete repairs or restoration until insurance proceeds are available. During any period in which the Premises is rendered untenable for 30 or more consecutive days, then, during any time when the Premises is so rendered untenable, Tenant shall not be obligated to pay rent. Rent shall commence when the Landlord has made the Premises tenable and the term of the Lease shall be extended for a period of time equal to the length of time the premises were rendered untenable.

20. Risk of Personal Property. Except where damages to Tenant's personal property are caused by or due to the gross negligence or intentional acts of the Landlord, all of Tenant's personal property placed upon, or moved into, the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable (i) for any damage to any such personal property, or to Tenant or any third party, arising from the bursting or leaking of water pipes or from any other act or (ii) for the negligence of any cotenant or other occupant(s) of the Premises. Tenant shall pay all taxes assessed against the personal property of Tenant, if applicable.

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21. Condemnation. If all or any portion of the premises shall be taken except temporarily, by any condemnation or eminent domain proceedings, this Lease shall terminate on the effective date of the final judicial order of taking. Landlord shall be entitled to all awards for such taking, except that Tenant shall be entitled to make a separate claim at the expense of Tenant against the Condemning authority for moving expenses and for damages to permanent fixtures installed in the Premises and for damages to its business; provided, however, that any award made to Tenant shall be in addition to, and shall not reduce, any award which Landlord may claim in connection with such taking. Tenant shall be entitled for full compensation from the Landlord for the value of its leasehold interest.

22. Quiet Enjoyment. Upon payment by Tenant of the monthly Rent, if applicable, and any Additional Rent as and when due, and upon the faithful observance and performance of all of Tenant's covenants herein contained, Tenant shall peaceably and quietly hold and enjoy the premises for the Term without hindrance or interruption by Landlord, or by any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the provisions and conditions of this Lease.

23. Notices. All notices or other communications made pursuant to this Lease shall be in writing and shall be deemed to have been duly given upon the delivery, by United States certified mail, return receipt requested postage prepaid, or upon hand delivery with a receipt for same addressed as follows:

If to Tenant:

Centro Mater Foundation
Claudia De La Cruz, President
460 South Mashta Drive
Key Biscayne, Florida 33149

or such other address as so designated.

If to Landlord:

City of Hialeah
Grants and Human Services Department
501 Palm Avenue
Hialeah, Florida 33010-4789

Copy furnished to Mayor
501 Palm Avenue, 4th Floor
Miami, Florida 33010

or such other address as so designated.

24. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a similar nature, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period of such delay. the

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provisions of this section shall not operate to excuse the Tenant from the prompt payment of rent, additional rent or other payments required by the terms of this Lease.

25. **Discharge of Liens by Tenant.** Landlord shall not be subject to liability under the Florida Mechanic's Lien Law. Tenant shall strictly comply with the Florida Mechanic's Lien Law, Chapter 713, Florida Statutes. If a mechanic's claim of lien is filed against the property in connection with any work performed by or on behalf of the Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. If the Tenant fails to satisfy or transfer such claim within the 10-day period, Landlord may thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord with regard to the satisfaction or transfer of such claim and further, Tenant agrees to indemnify, defend and save the landlord harmless from and against any damage or loss incurred by the Landlord resulting from such claim. The security deposit may be used by the Landlord for the satisfaction or transfer of any mechanics' claim of lien. The section shall survive the termination of the Lease.

26. **Events of Default.** If Tenant shall (i) fail to pay to Landlord within 30 days after the same is due the monthly Rent or any Additional Rent, after written notice is given, or (ii) file a voluntary petition in bankruptcy or reorganization, or make any assignment for the benefit of creditors, or seek any similar relief under any present or future statute, law or regulation relating to relief of debtors, or (iii) be adjudicated a bankrupt or have any involuntary petition in bankruptcy filed against it, or (iv) fail to keep and perform any one or more of the covenants and conditions herein contained and continuance of such failure for 30 days after written notice thereof to Tenant, or in the event that such failure is non-monetary and cannot reasonably be cured within 30 days and Tenant is diligently pursuing curing such failure; then continuance of such failure beyond the time that it should reasonably take to cure the same with diligent effort then and in any of such events, Tenant will be deemed to be in default under this Lease. If Tenant shall be in Default, Landlord will have any and all rights and remedies which the laws of Florida confer upon a Landlord against a Tenant in breach or default of a lease including, without limitation, the right to terminate this Lease and bring a lawsuit for Monthly Rent and any Additional Rent then past due and seek all available equitable remedies, including injunction.

27. **Remedies Cumulative.** Landlord's remedies under this Lease are cumulative, and the election of any right or remedy by Landlord shall not be deemed a waiver of any other right or remedy of Landlord under this Lease or otherwise.

28. **Termination.** Neither party shall have the right to terminate this Lease without cause.

29. **Conflict of Interest Laws.** Landlord is aware of the conflict of interest laws of the Tenant, particularly City of Hialeah, Florida, Hialeah Code, Ch. 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq.; and the State of Florida, Chapter 112, Part III, Florida Statutes, and agrees that it shall fully comply in all respect with the terms of said laws. Tenant covenants that to the best of its knowledge no person who presently exercises any functions or responsibilities on behalf of the Landlord [City] in connection with this Agreement has any personal financial interests, direct or indirect, with Tenant. Tenant further covenants that, in the performance of this Lease, no person having such conflicting interests shall be

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employed or hired. Any such interests on the part of the Tenant or its employees must be disclosed in writing to the Landlord [City]. Tenant warrants that it has not knowingly employed or retained any person employed by the Landlord [City] to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Landlord [City] any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

30. **Entire Agreement.** This Lease contains the complete, exclusive and entire agreement between Landlord and Tenant regarding occupation of the Premises and lease of the Premises, and supersedes any and all prior oral and written agreements between Landlord and Tenant regarding such matters. This Lease may be modified only by an agreement in writing signed by both Landlord and Tenant.

31. **Severability.** If any covenant or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such covenant or provision to persons or circumstances (other than those as to which it is held invalid or unenforceable) shall not be affected thereby, and each and every other such covenant and provision of this Lease or portion thereof shall be valid and be enforced to the fullest extent permitted by law.

32. **Benefits: Binding Effect.** This Lease shall be binding upon and inure to the benefit of the successors of Landlord and Tenant, and the assigns of Landlord and permitted assigns of Tenant, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation that may arise in connection with this Lease or the Premises shall be in Dade County, Florida. Tenant further agrees to be subject to the in personam jurisdiction of the federal or state courts located in Miami-Dade County, Florida and be amenable to service of process.

33. **No Waiver.** The failure of Landlord to insist on the performance or observance by Tenant of any one or more conditions or covenants of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such covenant or condition, and Tenant's obligation with respect to such future performance shall continue in full force and effect.

34. **Gender.** The terms Landlord and Tenant as herein contained shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.

35. **Captions.** The captions of the various paragraphs of this Lease have been inserted for the purposes of convenience only. Such captions are not a part of this Lease and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Lease.

36. **Counterparts.** This Lease may be executed in several counterparts, all of which shall constitute one and the same Lease between Landlord and Tenant.

c.c.

37. Recording. Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

38. Attachments. Exhibits A, B and C that are attached to this Lease are a part of this Lease and are incorporated by reference thereto as if fully set forth herein.

39. Non-disturbance. The Landlord covenants that as long as the Tenant is not in default, its rights to occupancy under the Lease will not be disturbed by the Landlord, its successors or assigns.


40. Construction of tot lot. The Landlord shall construct a tot lot that is described in Exhibit C for the exclusive use of the Tenant from 8:00 a.m. to 5:00 p.m., Mondays through Fridays, exclusive of holidays or non-working days.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed by the respective officials thereunto duly authorized on the days set forth below.

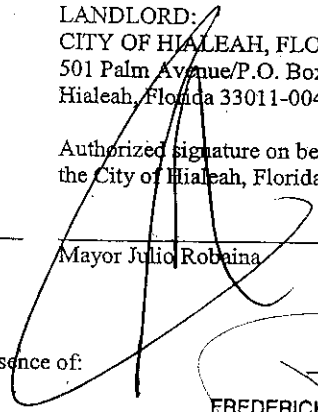
LANDLORD:
CITY OF HIALEAH, FLORIDA
501 Palm Avenue/P.O. Box 11-0040
Hialeah, Florida 33011-0040

Authorized signature on behalf of
the City of Hialeah, Florida

Attest:


Rafael E. Granado
City Clerk

(SEAL)


Mayor Julio Robaina

4-19-07
Date

Signed, sealed and delivered in the presence of:


Witness

Printed/Typed Name:

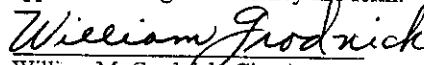

Witness

Printed/Typed Name:

JOAQUIN MARTINEZ ARRAZOLA

FREDERICK H. MARINELLI, DIRECTOR
DEPARTMENT OF GRANTS AND HUMAN SERVICES

Approved for legal sufficiency and form:


William M. Grodnick, City Attorney

C.C.

TENANT:

CENTRO MATER FOUNDATION, INC.
a Florida non profit corporation
8298 N.W. 103 Street
Hialeah Gardens, Florida 33016

Authorized signature on behalf of
Centro Mater Foundation, Inc.

Attest:

William May
William May
Corporate Secretary

Witness

Printed/Typed Name: ALINA GARRIDO

(SEAL)

Witness

Printed/Typed Name: MARCIA ADRIEN

By: *Claudia De La Cruz* 4-17-07
Claudia De La Cruz Date
President

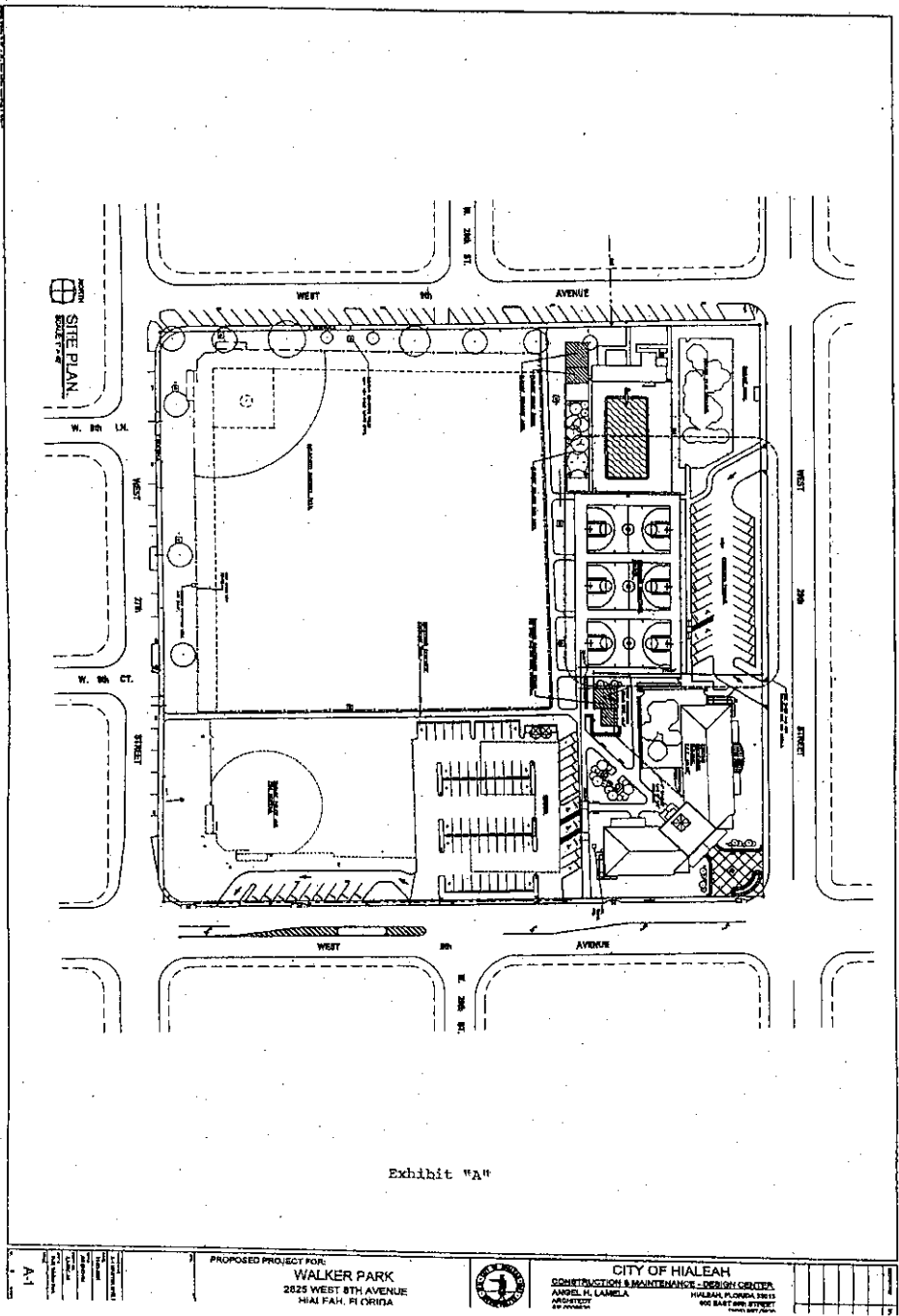


Exhibit "A"

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PROPOSED PROJECT FOR:
WALKER PARK
 2825 WEST 8TH AVENUE
 HIALEAH, FLORIDA



CITY OF HIALEAH
 CONSTRUCTION & MAINTENANCE DEPARTMENT
 ANGEL H. LAMELA
 ARCHITECT
 600 EAST 9TH STREET
 HIALEAH, FLORIDA 33155

C.C

INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The contractor shall be responsible for his work and every part thereof, for all materials, tools, appliances, and property of every description, connection therewith. He shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person property wherever located, resulting from any action or operation under contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amount prescribed by the City to protect the contractor in the interest of the City against all risks of injury to person (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work.

Any additional coverage required as indicated on Insurance Check List is part of this contract.

Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A: X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

When naming the City of Hialeah as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

Exhibit "B"

C.C.

ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Hialeah, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence with an aggregate of \$1,000,000 per the litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omissions or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Hialeah, its officers, agents, and employees, as determined by court of competent jurisdiction. The contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Hialeah.

It is understood and agreed that _____ (Firm Name) is at all times herein acting as an independent contractor."

Original, signed Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the contractor, before work is started, with the City of Hialeah Economic & Community Development Office. The certificate must state Bid Number and Title.

Products and Completed Operations Liability shall be provided for as stated in the Insurance Check List.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Hialeah.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written justifying the termination thereof.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this heading or under any other Section of Provisions of this contract.

C.C.

The minimum limits of General Liability insurance are prescribed as follows:

1. GENERAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

2. CONTRACTUAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

3. UMBRELLA EXCESS LIABILITY

\$1,000,000 (Including Primary Coverages)

The minimum limits of Automobile Liability Insurance are prescribed as follows:

\$100,000 for injury to one person	\$50,000 per occurrence
\$300,000 per occurrence	

The contractor shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent.

The City shall be named as additional insured on the (Automobile and General Liability) policy(ies) with proof to be stated on the Certificates provided to the City and his coverage to be primary to all other coverage the City possess.

SUPERVISION

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of persons directly employed by him and of the subcontractor and persons employed by the subcontractor.

e.c.

CONTRACTS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

PROTECTION

Precaution shall be exercised at all times for the protection of persons, including employees and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the contractor during the term of the contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

INSURANCE EXCEPTION

If bidder does not meet the insurance requirements of the specification alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

An Owners Protective Policy in the name of the City of Hialeah shall designate this specific Contractor and identify this job at its location, and state by endorsement that this coverage is provided specifically for this job only. LIMITS OF COVERAGE \$1,000,000.

Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:

- a. Excavation (including burrowing, filling or back-filling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;
- b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

Property Damage Liability for:

- a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the arising from and during the use of mechanical equipment for the purpose of excavating or drilling in streets or highways or,
- b. Injury to or destruction of property at any time resulting therefrom. The term "streets" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered a street.

c.c.

Broad form Property Damage Liability Coverage Including Completed Operations.

The insurance for property damage liability applies, subject to the following additional provisions:

1. To property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
2. Except with respect a liability under a written sidetrack agreement or the use of elevators.
 - a. To property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
 - b. To tools or equipment while being used by the insured in performing his operations.
 - c. To property in the custody of the insured which is to be installed, erected or used in construction by the insured.
 - d. To that particular part of any property, not on premises owned by or rented to the insured.
 - i. Upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or,
 - ii. Out of which any property damage arises or,
 - iii. The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.
3. With respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as including completed operations.

To property damage by work performed by the name insured arising out of such work or any portion thereof, or out of such materials, part or equipment furnished in connection therewith.

C.C.

The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and the other insurance condition of the policy is amended accordingly.

CROSS LIABILITY

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to Liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

CERTIFICATE OF INSURANCE

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "... but failure to mail such notice shall impose no obligation or liability of any find upon the company".

OUT-OF-STATE NON-RESIDENT AGENT

When a certificate is issued by an out-of-state agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

SMALL DEDUCTIBLE POLICIES

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

BUILDER'S RISK COMPLETED VALUE POLICY

A Builder's Risk Completed Value Policy shall be provided per the cost of completed construction, naming the City as an insured on same.

CITY OF HIALEAH
INSURANCE CHECK LIST - BID NO. _____

INSURANCE	LIMITS
<u>X</u> 1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA
<u>X</u> 2. GENERAL LIABILITY PREMISES OPERATIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY	<u>BODILY INJURY PROPERTY DAMAGE</u> \$1,000,000 SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE.
<u>X</u> 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
<u>X</u> 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	\$1,000,000 SINGLE LIMIT BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	\$100/300,000 \$50,000 EACH OCCURRENCE
___ 6. UMBRELLA LIABILITY	\$1,000,000 INCLUDING PRIMARY COVERAGE
___ 7. GARAGE LIABILITY	\$100/300,000 \$50,000 EACH OCCURRENCE
___ 8. GARAGE KEEPER'S LEGAL LIABILITY	\$50,000 EACH OCCURRENCE
<u>X</u> 9. THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
___ 10. TEACHERS PROFESSIONAL LIABILITY	\$100/300,000 \$50,000 EACH OCCURRENCE
___ 11. DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED	
___ 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT	

C.C.

CITY OF HIALEAH
INSURANCE CHECK LIST - BID NO. _____

INSURANCE

LIMITS

-
- ☐ 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL BE PROVIDED
- ☐ 14. FIRE LEGAL LIABILITY
- ☐ 15. OTHER INSURANCE AS INDICATED BELOW:
Builders Risk Complete Value Policy
- ☒ 16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
- ☒ 17. BEST'S GUIDE RATING. A:X OR BETTER OR ITS EQUIVALENT
- ☒ 18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE
- ☒ 19. "WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT UNDER THE CANCELLATION CLAUSE, THE FOLLOWING MUST BE DELETED. "ENDEAVOR TO" AND "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".
-

BIDDER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of insurability may be required within five (5) days after bid opening.

BIDDER

INSURANCE AGENCY

SIGNATURE OF BIDDER

SIGNATURE OF BIDDER'S AGENT

SIGNATURE OF FLORIDA RESIDENT
AGENT

Agent's Errors and Omissions Policy:

NAME AND LOCATION OF AGENCY

Policy Number	Company Expiration Date	Amount of Coverage

c.c.

C.C



Playgrounds by PlayPower

Walker Park Day
Care City of
Hialeah
12/07/06
QU034306

Wey Cool Playgrounds
561-266-0544

Proudly Designed for You
at
Little Tikes
Commercial Play Systems
Farmington, Missouri

PLAYPOWER



39'-10"

2-12 AREA

TRIPLE HOOP

CARVED SLIDE

ROLLER

CARPET PANEL

TAP-A-TUNE

TALK TUBE

RAIN CHIMES

SAND PITCH

STEEPING STONES

UNIVERSAL ACCESS STATION

MEET-UP AREA

TALK TUBE

STYLISH SLIDE

ROOF

SAFETY PANEL WITH VALANCE

19'

2-5 AREA

TOT TREE

4 WHEELER PLAY STRUCTURE

20'-7"

MINIMUM recommended foliage Area 1297 sq. feet Perimeter 188 feet

MINIMUM recommended foliage Area 309 sq. feet Perimeter 84 feet

- ☒ This playground design meets the final Access Board Regulations.
- ☒ CPSC Handbook for Public Playground Safety
- ☒ ASTM F1487 - Playground Equipment for Public Use.

308 sq. feet
meter 84 feet



Way Cool
playgrounds

Awaken the Imagination!



This Proposal Has Been Designed
Especially For: Walker Park Day Care

1855-2 Dr. Andre's Way, Delray Beach, FL 33445

Office 561-266-0544 Fax: 888-780-6876

www.waycoolplaygrounds.com

Exhibit "C"

c-c

WAY COOL playgrounds

...a division of Playmaker Services, LLC

1855 Unit 2, Dr. Andre's Way
Delray Beach, FL 33445
PH: 561/266-0544
FAX: 888/780-6876
sales@waycoolplaygrounds.com

Awaken The Imagination

Quote

Date	Quote #
11/29/06	WCPQ2906

Sold To: Hialeah, City of
Cadel Aldana
5601 E. 8th Ave.
Hialeah, FL 33013

Phone: (305) 687-2650
Fax: (305) 769-7785

Ship To: Walker Park Day Care
Cadel Aldana
2825 W. 8th Ave.
Hialeah, FL 33013

Phone: (305) 687-2650
Fax: (305) 769-7785

TERMS OF SALE: We submit this quotation as our offer to sell equipment to the buyer quoted to above. This is not an acknowledgment and no goods will be produced until all requirements are met as stated herein to the satisfaction of the seller. To accept this proposal, please sign, date and return with any other materials required. Once signed and accepted by Seller, any changes must be submitted in writing and approved by Seller. No goods may be returned without prior written consent of the seller.

Terms	Sales Rep	P.O. Number	Ship Via
Net 30	vfigueroa		

Part No	Qty	Description	Unit Price	Ext. Price
Miami-Dade County Bid #4907-1/06-OTR				
MP3	1	Little Tikes MaxPlay 3 Play System, Pg.78		
200088461	1	Little Tikes Tot Tree, Pg. 86	\$13,432.00	\$13,432.00
200200171	1	Little Tikes Calvin the Caterpillar, Pg. 88	\$1,799.00	\$1,799.00
200112154	1	Little Tikes Four Wheeler, Pg. 94	\$659.00	\$659.00
200200260	1	Little Tikes Triple Hoop, Pg. 94	\$1,759.00	\$1,759.00
		SubTotal	\$769.00	\$769.00
		10.0% Discount		\$18,418.00
INSTALL	1	Installation of Playground Equipment		-\$1,841.80
SHADE	1	Mariner Shade Structure 15' x 15' With 10' Entry, Four Sails (Colors to be Chosen), Four Posts, 150 MPH Windload - Top to be Removed if Winds Exceed 90 MPH, Shadesure Cloth Discount	\$5,157.04	\$5,157.04
			\$4,968.00	\$4,968.00
INSTALL	1	Installation of Shade Structure		-\$248.40
SHIP	1	Shipping for Shade Structure	\$3,000.00	\$3,000.00
PIP	5,000	Poured In Place Safety Surfacing 1 5/8" Thick With 3/8" EPDM Top Cap @ 5,000 SF, 50 % Color 50% Black, Includes Installation and Shipping	\$1,490.67	\$1,490.67
		10.0% Discount	\$9.95	\$49,750.00
		Discount Based On Miami-Dade County Bid #4907-1/06-OTR		-\$4,975.00
		SubTotal		\$75,718.51
		Sales Tax		\$0.00
		Shipping		\$2,718.57
		Total		\$78,437.08

c.c